

AG Contract No. KR97 1066TRN
ADOT ECS File No. JPA 97-79
Project: Master Signal Maintenance
Section: B-10, SR-95

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF QUARTZSITE

THIS AGREEMENT is entered into 22 September 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF QUARTZSITE, acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the Town.

3. For the safety and protection of the traveling public,
it is necessary and desirable that certain operations and
maintenance activities be provided on the State Highway System in
the Town. This work shall include, but not be limited to the
operation and maintenance of traffic signals and/or highway
lighting at locations outlined herein.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. 21904
Filed with the Secretary of State
Date Filed: 09/22/97

Petrey Bayless
Secretary of State

By: Vicky Greenwood

II. SCOPE OF WORK

1. The Town will:

Set aside sufficient funds and be responsible for all electrical energy costs to operate traffic signals or highway lighting.

2. The State will:

Set aside sufficient funds and be responsible for all operations and maintenance except electrical energy costs. In the event the Town fails to provide electrical energy to operate the signals or lighting, the State shall in no way be obligated to provide electrical energy to operate the signals or lighting.

3. Locations:

B-10 at MP 17.55 (4 way flashers and highway lighting).

US-95 at MP 103.98 (4 way flashers and highway lighting)

4. The list of locations set forth in this agreement may be added to, or have deletions made, by letter addendum with all other conditions set forth remaining in effect.

5. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements of the parties hereto shall be negotiable.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Quartzsite
Town Manager
PO Box 2812
Quartzsite, AZ 85346

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

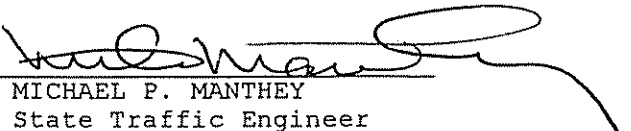
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF QUARTZSITE

STATE OF ARIZONA

Department of Transportation

By 
PATTY L. BERGEN
Mayor

By 
MICHAEL P. MANTHEY
State Traffic Engineer

ATTEST

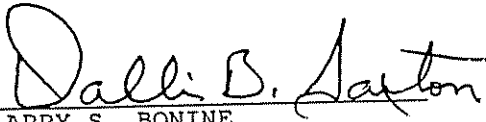
By 
SARAH CRIEGO
Town Clerk

97-79
21may

RESOLUTION

BE IT RESOLVED on this 21st day of May 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Quartzsite for the purpose of defining responsibilities for the maintenance of traffic signals and highway lighting.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


for LARRY S. BONINE
Director

M I N U T E S

TOWN OF QUARTZSITE REGULAR MEETING OF THE COMMON COUNCIL TUESDAY, JUNE 24, 1997 7:00 PM

CALL TO ORDER: Mayor Bergen 7:00 PM

INVOCATION: Reverend Bird

PLEDGE OF ALLEGIANCE: All in attendance.

ROLL CALL: Mayor Bergen, Vice Mayor Hokenstad, Council Members Anderson, Brindley, Loyet, Richards, and Farmer.

STAFF PRESENT: Interim Town Administrator Ruiz, Town Attorney Field, Assistant Administrator O'Neill, Deputy Clerk Cargile.

COMMUNICATIONS/PETITIONS & CITIZEN COMMENTS:

Mr. Jim Wood states I read something in the paper the other day that disturbs me greatly. It was a list of names of the proposed candidates for the position of Town Manager. Was that an action of the Council? Do they have permission to do that? Do they have the authority? If they didn't isn't it the same thing as stealing? I think we should take a good look at that. Stealing is an unlawful act. Whoever the perpetrator is I think she should be recalled. Or better yet I think he should resign.

Mayor Bergen stated excuse me I will not let what happened at the last meeting happen again tonight, Mr. Nichols is present if I hear any talking and you do not have the floor I will ask you to step outside.

Mr. Jim Wood continued better than recalling save the this Town's money I think you should step forward and resign. Thank you.

Attorney Field stated I guess I'm the most guilty party here, because I was asked the question and I said it would be appropriate to release the names. The issue came up when the newspaper asked if they could have those names. Public record law as well as open meeting law is to lean towards being as open as possible to the community. You also have to weigh some other items there. One of them is private property rights the other is privacy rights. We have people who have turned in applications for a job, as to their privacy rights all that was released with their name. Their telephone numbers where not released and neither was their resume. When you get down to the finalists, of who you want to interview. Under that particular law you are suppose to release the names and the resumes if you are requested to, retracting any privacy issues such as social security numbers, telephone numbers and medical information. The issue is what if you didn't release this. I think it would have caused you more problems in the amount of heat that would of occurred by not releasing something that really doesn't hurt anyone involved.

Council Member Anderson stated first off I would like to make a clear statement on this. While I did talk to Mr. Fields because Mr. O'Daniel of the Gem Newspaper approached me after the last meeting asking for a copy of the list, no information was released until I received legal clarification. Only the information Mr. Field had obtained was released. I heard some rumors around town

Mayor Bergen stated there is a motion and a second, any further discussion. Chair calls for the vote, all in favor raise your right hand and say aye. Motion carried unanimously.

Item number fourteen; Approve ADOT Master Signal Maintenance Agreement JPA 97-79 to provide for electrical operating costs.

Mr. O'Neill stated what you have before you is an unsigned maintenance agreement with ADOT regarding payment of retro operating costs. The Town has headed into an agreement with ADOT to pay for the four way flasher on Kuehn and Hwy 95. This agreement will serve two things, we will start getting a \$90.00 a month bill for that flasher and will assume the retro costs of the flasher up on the west end of town. We assume the electrical costs and ADOT maintains it.

Council Member Anderson stated I move we approve the agreement JPA 97-79 it provide for electrical operating costs for the ADOT Master Signal.

Council Member Brindley seconded.

Mayor Bergen stated I have a motion and a second, any further discussion. Chair calls for the vote, all those in favor raise your right hand and say aye. Motion carried unanimously.

Item number seventeen; Alex Ruiz Professional service contract.

Attorney Field stated we need to give you a copy of this. What you will find is a professional services agreement. We will be hiring Mr. Ruiz as a contractor/consultant for doing Interim Town Finance Director and Administrator. The first section deals with the nature of the work it tells me what his duties are. He is going to provide consultive services on behalf of the Town relating to the position of Town Manager as well as serving as Interim Finance Director Administrator. The services will also entail having the authority to consult and manage the employees of the Town. The second section deals with place of work which is here. The third section deals with status of him as a contractor/consultant as such he is not an employee of the Town and will be personally liable that he might due outside of his normal duties might be. The authority he shall have the sole control of the manner and means of performing the contract relating to the Town employees. Contract has escape clause either party may give 10 day notice. There was some concern over what authority he might have.

Mayor Bergen stated if I might also add item number twenty two from the agenda is requesting clarification if meeting protocol for the joint authority, and this kind of goes hand in hand with where we're at now.

Council Member Anderson stated there's another issue that will be discussed at that time. The other issue doesn't fit in with this so we will have to discuss it at that time. I'd like to say last Wednesday directly after appointing the joint authority, none of the appointees showed up the next day.

Mayor Bergen stated Tuesday night, Mr. Nichols I approached you and stated we would follow the same protocol as if the Interim Town

Council Member Anderson stated that has to due with anytime the joint authority are meeting and two or more Council Members happen to come in to check their box or something, what due we need to do? How do we avoid a problem?

Attorney Field stated just because your together due to happenstance does not constitute an open meeting law violation as long as you don't go ahead and discuss the business at hand. All you have to do is say excuse me there is 3 of us here and we don't want to be accused of open meeting violation.

Old Business: No response.

Reports: Council Member Anderson attended CDBG meeting in Parker.

Announcements: Council Member Loyet on June 26th at 2:00 pm there will be a public meeting of the Airport Committee.

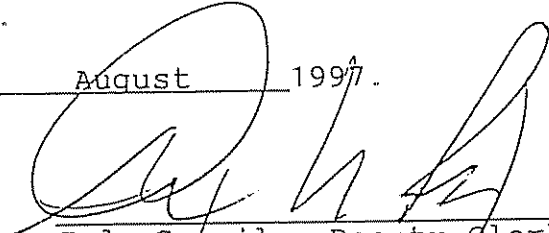
Council Member Brindley made motion to adjourn. Seconded by Council Member Richards, vote taken all in favor. Meeting adjourned.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Council of the Town of Quartzsite, held on the 24th day of June, 1997 at 7:00 pm at the Municipal Center located at 465 N. Plymouth Avenue.

I further certify that the meeting was duly called and held and that a quorum was present.

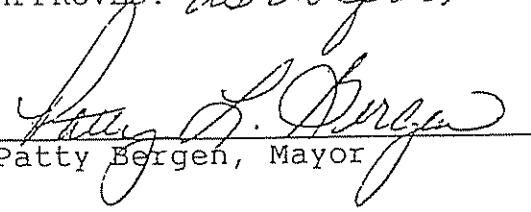
DATED this 12th day of August 1997.


Judy Cargile, Deputy Clerk

Acting Clerk

APPROVED:

as to form

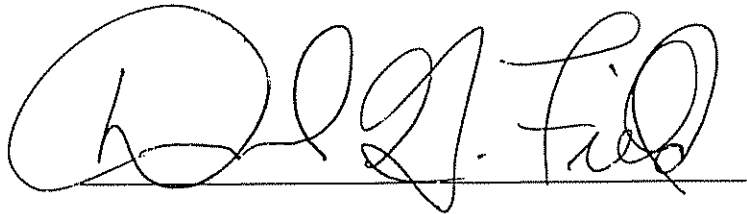

Patty Bergen, Mayor

Minutes submitted by:
Jayme Johnson
P & Z Secretary

APPROVAL OF THE QUARTZSITE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF QUARTZSITE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this _____ day of _____, 1996.

A handwritten signature in black ink, appearing to read "D. J. Fied", is written over a horizontal line.

Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-1066TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED September 11, 1997.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/7667